

**CONTRACT
FOR ROOFING REPAIRS AND SERVICES
BETWEEN
AUGUSTA, GEORGIA, and VERTEX ROOFING COMPANY**

This Roofing Repairs and Services Contract is entered by, and between, Augusta, Georgia, a political subdivision of the State of Georgia, through its Board of Commissioners, whose address is 535 Telfair Street, Augusta, Georgia, 30901, hereinafter referred to as “Augusta,” and Vertex Roofing Company, whose principal place of business is located at 4715 Augusta Road, Beech Island, SC, 29842, hereinafter referred to as “Contractor.”

WHEREAS, Augusta desires to engage a qualified and experienced Contractor to provide roofing maintenance, repairs and services, on an as needed basis, at various Fire Department buildings/facilities, as specified in Bid Item #24-137; and

WHEREAS, Contractor responded to Bid Item #24-137, and has represented to Augusta that it has the requisite experience and qualifications to provide the services required therein; and,

WHEREAS, Augusta has relied on Contractor's representations and response to Bid Item #24-137, and selected Contractor as the most qualified and most responsive bidder based on its submittal;

NOW, THEREFORE, in consideration of the foregoing provisions contained herein and the mutual benefits derived therefrom, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Contractor and Augusta agree as follows:

1. **Term**. This Contract shall commence as of the date executed by Augusta (“Commencement Date”) and shall have an initial term of two (2) years. Thereafter, this Contract may be extended for three (3) additional one-year (1) terms, unless either party provides notice of termination at least sixty (60) days prior to the end of the then current term. This contract shall: (i) terminate absolutely and without further obligation on the part of Augusta each and every December 31st at 11:59p.m., as required by O.C.G.A §36-60-13, as amended, unless sooner terminated in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, at 12:00a.m., unless terminated in accordance with the termination provisions of this contract; and (iii) terminate absolutely, with no further renewals, five (5) years from Commencement Date.

2. **Description of Services**. In consideration of the compensation received under this Contract, the Contractor will provide roofing maintenance, repairs, and services at various buildings/facilities of Augusta’s Fire Department, hereinafter referred to as (“AFD,”) as specified in Bid Item #24-137.

3. **Communication and Response Times:** Contractor must have covered telephone service 24 hours a day, 7 days a week, 365 days a year (366 days, 2024,2028 - leap years), to receive service calls from AFD's authorized representative and dispatch those calls to Contractor's staff. Contractor's staff shall be on site **within 24 hours** of AFD's call to Contractor's dispatch number.

Other Service: Contractor shall provide service 24 hours a day, 7 days a week, 365 days a year (366 days, 2024, 2028 – leap years), to receive calls from AFD's authorized representative and dispatch those calls to their staff to enable them to be on site **within one (1) hour** of the AFD's call to the Contractor's dispatch number.

Contractor's supervisors shall be reachable, via cell phone or landline. Upon execution of contract, Contractor shall provide AFD's designated representative(s) the names and telephone numbers of supervisors to whom devices are assigned.

Contractor must maintain, throughout the terms of this contract, an email address to relay business communications. Contractor shall provide AFD's designated representative(s) with said email address upon execution of this contract.

4. **Compensation.** The Contractor's rate of compensation will be as set forth on the bid form (Exhibit A).

- a) **Standard Service Rate:** Prices must remain firm for the contract terms listed on the bid form (Exhibit A). Said bid includes, and is not limited to, any approval process that is required by any oversight agency, any required removal of existing material and equipment, installation of the necessary material and equipment, proper and legal disposal of any and all waste materials, permits, fees, licenses, taxes, any miscellaneous materials, any required signage, any required equipment and tools needed to install the systems (including any crane or heavy equipment), cost, any required utilities, any repair work, any building infrastructure upgrade cost, any safety equipment and signage, transportation cost, site prep, any cost with any associated warranties, and any required work. Suggested equipment and proposed installation must meet or exceed the applicable codes and regulations.

All materials furnished will be subject to the approval of Augusta's Commission, Administrator, Procurement Director, and AFD's Facilities Maintenance Division. .

Established prices may be lowered due to general market conditions. Standard Service Rate means all labor (including travel time), materials necessary to perform preventative maintenance work (includes yearly roof inspections) or to repair, reset, adjust, or replace any components (parts and material) which fail to perform properly during normal operational use. There shall be no exceptions for parts considered obsolete.

- b) **Other Service Work/Rate:** Prices must remain firm for the contract terms listed on the bid form (Exhibit A). Prices established may be lowered due to general market conditions. Contractor shall be paid for parts and materials purchased by the contractor to perform other service work at market prices established by invoices. No mark-up of prices by the contractor shall be allowed or paid. When rental of equipment has been approved in advance by AFD's authorized representative, Contractor shall be paid for rental of equipment necessary to perform "Other Service Work" at market prices as established by invoices, with an allowable mark-up by the Contractor, not to exceed 15%. The contractor must supply normal tools of the trade without cost to AFD.

Other service work shall include, but not be limited to, repairing, adjusting metal and shingle roofing materials or replacing roofing components or associated equipment necessary resulting from misuse, fire, water, theft, or an act of God. Upon AFD's request, performance of services to improve or upgrade roofing systems and components.

Contractor shall be paid for the time spent on site by Contractor's employees performing other service work at the hourly rate established by Contractor's bid.

- c) **General Conditions of Service:** The Contractor shall immediately notify AFD's authorized representative when any parts or components within the roofing system may require repair, modification, or replacement. Should a failure to or in the Roofing System occur because the Contractor did not notify AFD, the Contractor shall be liable for all costs incurred by AFD to make the Roofing System operative.

Contractor shall provide, at its expense, tools of the trade, materials, supplies, and equipment required to perform the work to AFD's specifications.

Contractor must have access to all replacement parts and components available for replacement in 48 hours, at no additional cost to AFD.

- d) **Exclusions:** Contractor shall not be responsible for:
- The cost of materials and labor for the installation of any new attachments or features.
 - Any parts or items as may be damaged or made defective by misuse, fire, theft, water, or an Act of God.
 - If an AFD facility is replaced, remodeled, or closed, AFD will, at its discretion, notify the Contractor to suspend or discontinue the prescribed service for that facility and may remove it from the contract. In such cases, the annual contract

service rate shall be reduced proportionately to reflect the period of suspension or discontinued service.

5. **Materials F.O.B. Job Site:** Delivery of any materials needed by the Contractor for roofing maintenance and repair shall be F.O.B. job site, freight paid by contractor. The Contractor shall have a representative present at the delivery site to receive any materials that are directly shipped. Augusta's employees will not accept deliveries on behalf of Contractor. Contractor shall be responsible for any materials received or accepted on behalf of Contractor. All debris must be removed from Augusta's premises and disposed of lawfully, adhering to all laws, rules, codes, and ordinances.

Delivery, storage, handling, and security of all materials and equipment shall be the responsibility of Contractor, and shall, at a minimum, be conducted in accordance with the manufacturer's recommendations. Augusta will not except any billings for stored materials unless the equipment and materials are stored in a bonded warehouse at cost to Contractor.

6. **Warranty:** Contractor must honor, at a minimum, the manufacturer's standard warranty on items and/or parts purchased for use under this contract.

Warranties are to be specified and Contractor shall provide AFD's authorized representative, 2 copies of the Manufacturer's Catalog and warranty information for all installed components.

7. **Supervision/Employees.** Contractor will perform all work under this contract with its own employees and will assign a supervisor who will oversee the work performed under this contract, and of whom shall have authority to represent Contractor in dealing with AFD's authorized representative(s). The name, address, and telephone number of the supervisor shall be furnished to AFD's authorized representative(s). Contractor shall ensure the following:
- a) All of Contractor's maintenance service helpers or apprentices performing work, must be under the on-site (physically located at the same site) supervision of a fully qualified roofer/construction supervisor.
 - b) The Contractor shall have in its employ, or under its control, sufficiently qualified, licensed and competent personnel to perform work promptly and in accordance with any schedule or work program, as approved by AFD.
 - c) Contractor shall employ only such workers as are skilled in the tasks to which they are assigned.
 - d) While working on Augusta, Georgia property, all Contractor's employees shall wear clearly displayed identification showing they are employees of Contractor. Identification shall be provided by Contractor at Contractor's expense.
 - e) Prior to beginning a job, Contractor's representative shall make their presence known to the authorized AFD representative.

- f) The Contractor shall prohibit his/her employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official city business.
 - g) By mutual agreement between Augusta and Contractor, appropriate action will be taken concerning employees that disregard the contents of the foregoing subparagraphs, who are incompetent, careless and/or insubordinate, or who do not exhibit proper dress and decorum expected in city owned facilities. Augusta may require the Contractor not to assign any worker Augusta deems incompetent, careless, insubordinate, or otherwise objectionable to perform on Augusta's jobs.
 - h) Contractor shall comply with all applicable federal, state, and local laws and codes regarding work conditions, hours of employment, overtime regulations, methods, and rates of pay and any other regulations regarding employer-employee relationships.
8. **Drug-Free Workplace.** Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract. If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace program, in accordance with the with the Georgia Drug-Free Workplace Act as provided in O.C.G.A Section 50-24-1 et seq., throughout the duration of this contract.
9. **Non-Discrimination.** The Contractor shall comply with all federal and state non-discrimination laws, regulations, and policies in the administration of this contract.
10. **Non-Compliance with Non-Discrimination Laws.** In the event of Contractor's non-compliance or refusal to comply with any non-discrimination law, regulation, or policy in the administration of this contract, this contract may be rescinded, cancelled, terminated in whole or in part, and Contractor may be declared ineligible for further contracts with Augusta. The Contractor shall, however, be given a reasonable time in which to cure such non-compliance.
11. **Subcontracting.** The Contractor shall not enter subcontracts for any of the work contemplated under this Contract without obtaining prior written approval from Augusta.
12. **Assignment.** The Contractor shall neither assign this contract, nor any claim arising under this contract, without the written consent of Augusta.
13. **Non-Exclusivity.** Nothing contained in this contract shall be construed to limit in any way Augusta's right to contract for the same or similar services for which the Contractor is engaged hereunder during the term of this contract, including, but not limited to any compensation as Augusta may in its sole discretion deem appropriate. Nothing contained in this contract shall be construed to limit in any way Contractor's right or ability to make its services available to

the general public during the term of this contract, or to enter contracts or other agreements with any other individual or entity.

14. **Insurance Coverage.** Prior to commencing service delivery, Contractor will obtain insurance policies, referenced in sections (a) – (b) below, that will ensure and indemnify Augusta against liability or financial loss resulting from injuries occurring to persons or property, or occurring as a result of any negligent error, act, or omission of the Contractor in performance of its work during the term of this contract, with, at least, the minimum insurance coverage as specified herein. The policies shall be written by a responsible company(s), approved by Augusta, and shall be non-cancellable except on thirty (30) days' written notice to Augusta. Said insurance policy(s) are to be paid for, and kept in force by, Contractor throughout the effective term of this Contract. Contractor is required, upon execution of this contract, to provide evidence of insurance coverage, endorsed as specified herein, to Augusta, having a copy or copies of the following policy(s) and/or certificate(s) of insurance coverage(s), filed with Augusta:

- a) **General Liability:** Commercial General Liability or Comprehensive General Liability insurance or "occurrence" form, having a combined single limit coverage of no less than \$1,000,000 (one million dollars) or more (if more may be required by Contractor,) and endorsed to include contractual liability, personal injury, completed operations, and broad form property damage liability, insuring Subcontractor against liability arising out of the business operations of Contractor and services(s) to be performed under this contract. Contractor agrees that should aggregate limits of liability be reduced due to loss or claims, such aggregate limits will be restored to the minimum stated in this provision. The coverage's, provisions, and limitations of this policy will not limit liability of Contractor. If, in the reasonable opinion of Augusta the amount of liability coverage required is not adequate, or specific customer requirements raise such limits, Contractor will increase said insurance limit as required by customer of Augusta and provide evidence of such increased coverage to Augusta.
- b) **Worker's Compensation:** Worker's Compensation in accordance with the laws of the State of Georgia.

All policies of insurance required under this paragraph shall further provide that the coverage cannot be materially changed without thirty (30) days' prior written notice to Augusta. The policies of insurance for General Liability shall name Augusta as an additional insured, shall so state that it is primary, and that Augusta will incur no liability.

15. **Licensing, Accreditation, and Registration.** Contractor shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards necessary for the performance of this contract.

16. **Responsibilities.** Contractor will adhere to the information submitted in Bid Item #24-137. Contractor shall converse monthly with Augusta's Contract Administrator, or its designee, to ensure that Augusta is satisfied with Contractor's level of service.
17. **Specified Excuses for Delay or Non-Performance.** Neither Party will be liable for delays in performing its obligations under this Contract to the extent that the delay is caused by Force Majeure; provided, however, that within thirty (30) business days of the Force Majeure event, the Party whose performance is delayed provides the other Party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event. Force Majeure events shall include, but shall not be limited to; fire, riot, strike, lockout, war, civil commotion, accident, breakdown of plant or machinery, flood, labor unrest, acts of God, declared epidemics/pandemics (excluding COVID-19), omissions or acts of public authorities, or changes in law, regulations, or policies of the Government. In any such event, the contract price and schedule shall be equitably adjusted.
18. **Payments.** Upon satisfactory completion of all required services, payments shall be made monthly upon receipt of properly itemized invoices submitted by Contractor. Full payment of any properly submitted invoice will only be made after all work is completed according to specifications, and acceptance by AFD's authorized representative. Notwithstanding anything in Bid Item #24-137 or Contractor's Proposal, Augusta shall have the right to withhold or deduct payments in the event of Contractor's non-performance or, as specified herein.
19. **Invoicing Requirements.** Contractor agrees that only properly submitted invoices will be officially processed by Augusta for payment. Contractor agrees that all invoices submitted to Augusta, will be itemized, showing the following: Contractor's name, remittance address, purchase order number, service location (street address, building name, etc.), prices per the contract, itemized so that the service and its cost are clearly identified by an auditor as being part of this Contract.

Contractor agrees that invoices for "other services" will be itemized as follows: Complete service description, day/date and time service personnel arrived and departed work site, total number of hours worked, applicable hourly rate, copy of invoice(s) for equipment rental charges and markup (if applicable), copy of invoice(s) for material and parts, name of AFD representative who requested the service.

The original invoice must be sent to AFD Billing Contact address:

Augusta, Georgia
Accounting Department, Suite 800

535 Telfair Street, Municipal Building
Augusta, GA 30901-2379

*An informational copy of said invoice, including required documentation/attachments, must be sent to AFD's authorized representative who places orders against this contract. That person is the Administrative Assistant in charge of purchasing. The mailing address is:

Augusta Fire Department
ATTN: Leah Rigdon
3117 Deans Bridge Road
Augusta, GA 30906

20. **Defective Pricing.** To the extent that the pricing provided by contractor is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.
21. **Georgia Prompt Pay Act.** The terms of this contract supersede all provisions of the Georgia Prompt Pay Act.
22. **Advance Payments Prohibited.** No payment in advance of, or in anticipation of, services to be provided under this Contract, shall be made by Augusta.
23. **Prohibition Against Contingent Fees.** Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business and that Contractor has not received any non-Augusta fee related to this Contract, without the prior written consent of Augusta. For breach or violation of this warranty, Augusta shall have the right to annul this Contract without liability, or at its discretion, and to deduct from the contract price, the full amount of such commission, percentage, brokerage, or contingent fee.
24. **Rights and Obligations.** All rights and obligations of the parties to this Contract will be subject to, and governed by, the terms of this Contract, Bid Item #24-137, Exhibit A, "Service and Cost," attached hereto and on Bid Form. In the event of inconsistencies with the terms of this Contract and other documents, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) Bid Item #24-137, and (2) this Contract, including any exhibits (Exhibit A).

25. **Changes and Modifications.** Subject to the provisions outlined in Sections 35 & 41 below, any change or modification to this Contract must be in writing and signed by both parties.
26. **Independent Status of Augusta and Contractor.** The parties to this Contract, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor will not hold himself/herself out as, nor claim to be an officer or employee of Augusta by reason of this Contract.
27. **Termination:** After the initial term of this contract, AFD may terminate it, at any time, without cause, by providing sixty (60) days' written notice to Contractor. If this contract is terminated, AFD is liable only for payments for services provided or performed up to the date of termination.

This contract will terminate immediately, and absolutely, at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the county or municipality under the contract.

28. **Termination for Cause & Procedures:** This contract may be terminated by either party for the following conditions,
- a. Failure of either party to perform under the terms of this contract. In such case, the aggrieved party shall notify the other party, in writing, via certified mail, of such failure and demand that the same be remedied within five (5) calendar days of receipt of said notice. Should the defaulting party fail to remedy same within said period, the other party shall then have the right to terminate this contract by giving the other party ten (10) calendar days' written notice.

Performance failure can be defined as, but is not limited to, failure to provide any of the conditions of the specifications or special conditions of bid.
 - b. Anytime Contractor's performance threatens the health and/or safety of persons using roofing systems maintained by Contractor. In such a case, AFD has the right to cancel and terminate this contract without notice.
 - c. Anytime a construction project or non-use of the facility should affect the use of the roofing at that facility. In such a case, AFD reserves the right to terminate this contract at any time, without penalty.

- d. If a petition for bankruptcy is filed against Contractor, and such petition is not dismissed within ninety (90) calendar days, or if a receiver or trustee of Contractor's property is appointed and such appointment is not vacated within ninety (90) calendar days. In such a case, AFD, in addition to its other rights given by law or inequity, may terminate this Contract by giving ninety (90) calendar days' notice, in writing.
- e. All notices of performance failure must be submitted in writing to Augusta's Procurement Department, 535 Telfair Street, Suite 605, Augusta, GA 30901. The Procurement Department shall be the final authority for all performance resolutions.

29. **Termination Procedure.** After receipt of notice of termination, and except as otherwise directed by Augusta, the Contractor shall:

- a) Stop work under this Contract on the date and to the extent specified in the notice.
- b) Place no further orders for materials, services, or facilities except as may be necessary for completion of such portion of this Contract as if not terminated.
- c) Complete performance of any part of this Contract as shall not have been terminated by Augusta.
- d) Take all action as may be necessary, or as Augusta may direct, for the protection and preservation of property of Augusta which is in the possession of the Contractor.

Unless otherwise provided in this Contract, Augusta shall pay to the Contractor the agreed upon price for services provided to Augusta prior to the effective date of termination, unless the termination is for cause, in which case Augusta shall determine the extent of liability. Augusta may withhold any amounts due Contractor for services as Augusta determines to be necessary to protect Augusta against potential loss or liability. The rights and remedies of Augusta provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

30. **Treatment of Assets.**

- a. Title to all property furnished by Augusta shall remain with Augusta.
- b. Title to all property furnished by Contractor shall remain with Contractor.
- c. Any property of Augusta furnished to Contractor shall, unless otherwise provided herein, be used only for the performance of this Contract during the period the Contract is in force.
- d. The Contractor shall be responsible for any loss or damage to property of Augusta (including all related expenses,) which results from the act, omission, or negligence of Contractor.
- e. Upon the loss or destruction of or damage to any Augusta Property, Contractor shall notify Augusta thereof and shall take all reasonable steps to protect the property from further damage.

- f. Contractor shall surrender to Augusta all property of Augusta prior to settlement, upon completion, termination, or cancellation of this contract.
31. **Indemnification.** To the fullest extent of the Law, Contractor shall protect, indemnify, hold harmless and save Augusta and its employees, agents, officers, and directors from and against all liabilities, claims, suits, demands, damages, losses, expenses, including attorney fees, arising out of, or resulting from, the performance of its work under this contract. Contractor shall be responsible for any damage caused by its employees to Augusta property, equipment and/or fixtures, and shall provide all repairs/replacements as appropriate, and at no cost, to Augusta. Such an obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist in the absence of this contract.
32. **Open Records Act.** Notwithstanding anything contained herein, the parties acknowledge that Augusta is required to comply with Georgia's Open Records Act (O.C.G.A. §50-18-70 et seq.) with respect to the inspection of all public records not specifically exempted under such Act. Contractor shall cooperate fully in responding to such request and make all records not exempt, available for inspection and/or copying as provided by law. The parties agree that a disclosure by Augusta pursuant to such Act shall not be a violation of the provisions of this Contract.
33. **Records, Documents, and Audits.** Contractor will retain all books, records, documents, and other materials relevant to this contract for five (5) years after each Contract year to make them available at all reasonable times for inspection, review, or audit by AFD or other personnel authorized by Augusta. Contractor's records subject to audit shall include, but is not limited to, job tickets, itemized materials slips, and the detailed time records an rate of pay documents, for any employee whose time is billed to AFD for services rendered.
34. **Safeguarding of Information:** The use or disclosure by Contractor of any information obtained because of performance under this Contract concerning Augusta for any purpose not directly connected with the administration of Contractor's responsibilities with respect to services provided under this Contract, is prohibited except by written consent of Augusta.
35. **Severability.** If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect other provisions of this Contract which can be given effect without the invalid provision, and to this end the provisions of this Contract are declared severable.
36. **Waiver.** Waiver of any breach of any provision of this Contract shall not be considered a waiver of any other or subsequent breach and shall not be construed to be a modification of

the terms of the Contract unless stated to be such in writing, signed by the Contracting Officer and attached to the original Contract.

37. **Temporary Suspension or Delay of Performance of Contract.** To the extent that it does not alter the scope of this Contract, Augusta may unilaterally order a temporary stopping of the work, or delay the work, to be performed by Contractor under this Contract.
38. **Governing Law and Jurisdiction.** This Contract shall be construed and interpreted in accordance with the laws of the State of Georgia. All claims, disputes, and other matters in question between Augusta and Contractor arising out of, or relating to, the Contract or its breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. By executing this Contract, Contractor specifically consents to jurisdiction and venue in Richmond County, Georgia, and waives any right to contest same.
39. **E-Verify.** Pursuant to O.C.G.A. §13-10-91, Contractor will execute an Affidavit verifying and stating affirmatively that it has registered with, and is participating, in a federal work authorization program. Contractor will provide its E-Verify number to Augusta, and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91 and shall continue to use the federal authorization program throughout the contract term.

Contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia, it will secure from each subcontractor(s), each subcontractor's E-Verify number as evidence of verification, and in compliance with O.C.G.A §13-10-91, on the subcontractor affidavit as provided in Rule 300-10-01-08, or a substantially similar form. Contractor further agrees to maintain records of such compliance and to provide a copy of each such verification to Augusta at the time the subcontractor(s) is retained to perform such physical services.

40. **Local Small Business:** In accordance with Chapter 10B of the Augusta, Georgia, Code, Contractor expressly agrees to collect and maintain all records necessary for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia. The requirements of the Local Small Business Opportunity Program can be found at www.augusta.gov. in accordance with Augusta, Georgia Code §1-10 129(d)(7), for all contracts where a local small business goal has been established, the contractor is required to provide local small business utilization reports. Contractor shall

report to Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of Minority and Small Business Opportunities, and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such report(s) within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth herein, including but not limited to, withholding payment from the Contractor and/or collecting liquidated damages.

41. **Acknowledgment**: Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may require the legislative authorization of Augusta's Board of Commissioners. Under Georgia Law, Contractor is deemed to possess knowledge concerning Augusta's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, under a contract that has not received proper legislative authorization, or if the Contractor provides goods or services to Augusta more than any contractually authorized goods or services, as required by Augusta's Charter and Code, Augusta may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta and waives all claims to payment for the provision of such unauthorized goods or services however characterized, including, without limitation, all remedies at law or in equity.
42. **Entire Agreement**: Bid Item #22-251A and this Contract contains all the terms and conditions agreed upon by the parties. All items incorporated in this Contract by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be considered to exist or to bind any of the parties to this Contract unless otherwise stated in this Contract.

{SIGNATURES ON THE FOLLOWING PAGE}

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in triplicate form, each of which shall be deemed an original on the date written below.

This _____ day of _____, 20____.

CONTRACTOR:

SHIRLEY HOLSTON
Owner

Date

AUGUSTA, GEORGIA

GARNETT L. JOHNSON
As its Mayor

Date

Attest:

[Seal]

Lena Bonner, Clerk of Commission